



COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR



KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 437
LOS ANGELES, CA 90012

MARK J. SALADINO
TREASURER AND TAX COLLECTOR

March 21, 2006

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(213) 626-1812

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

RECOMMENDATION TO AWARD CONTRACT FOR SPECIAL TAX CONSULTING SERVICES (ALL DISTRICTS)(3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor to sign the attached Contract for Special Tax Consulting Services (Contract) with David Taussig and Associates, Inc. (Taussig), to provide special tax consulting services to the Treasurer and Tax Collector (TTC), for a term of one year, commencing on May 16, 2006, with a maximum annual contract sum not to exceed \$35,000 for the first contract year;
2. Delegate authority to the Treasurer and Tax Collector to execute future amendments to extend the Contract for a maximum of four (4) one-year renewals and six (6) month-to-month extensions at the option of the TTC in accordance with the terms of the Contract;
3. Delegate authority to the Treasurer and Tax Collector to execute amendments to increase the contract sum during a contract year by not more than: a) 15%, based on specific increases in workload; b) \$10,000 for additional services, specifically, to provide support for continuing disclosure reports, additional administrative requirements or other special projects; and/or c) \$5,000 for each additional Board approved Community Facilities District (CFD) or County Improvement District (CI) or to decrease the contract sum by not more than \$2,500 for each CFD or CI removed during a contract year;
4. Delegate authority to the Treasurer and Tax Collector to execute future amendments to modify the terms of the Statement of Work that do not materially alter the Contract, and/or to add and/or change certain terms and conditions in the Contract as required by the Board of Supervisors (Board) or

Chief Administrative Officer provided County Counsel approval is obtained prior to execution of any such amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Board has created seven (7) CFDs and two (2) CIs within the boundaries of Los Angeles County in accordance with the Mello-Roos Communities Facilities Act of 1982 (Mello-Roos) and the 1915 Bond Act respectively. The Board, on behalf of various districts, has authorized bonds to be issued and repaid from certain proceeds of an annual special tax or assessment levied on and collected from the owners of property located within the respective districts. The TTC is the authority charged with the powers and duties for administering these districts. The duties related to identifying, calculating, and reporting the special tax levies have been performed under a contract with Taussig since March 1998. The current contract expires on May 15, 2006. The proposed Contract with Taussig will ensure continuation of the special tax consulting services needs of the TTC without interruption. The recommended Contract will commence on May 16, 2006, following your Board's approval.

Implementation of Strategic Plan Goals

The approval of this Contract is consistent with the County's Strategic Plan Goal of Organizational Effectiveness and Fiscal Responsibility. The recommended Contract provides for ongoing special tax consulting services.

FISCAL IMPACT/FINANCING

There is no impact to the General Fund as the cost of the proposed contract will be financed through the CFDs and CIs. The special tax levies have been developed to include reimbursement of administrative expenses. Therefore, there is no net County cost for this contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

TTC has utilized a contractor to provide special tax consulting services since 1998. The Contract contains the County's required provisions, including the requirement for the Contractor to notify and assist its employees with the Federal Earned Income Tax Credit application process, the consideration of qualified GAIN/GROW participants for employment openings, compliance with the County's Child Support Program, Jury Duty Ordinance, Safely Surrender Baby Law, and Contractor notification to County when the Contract is within six (6) months from expiration of term and/or the contractor has incurred 75% of the contract sum.

The recommended Contract with Taussig is for a term of one (1) year with four (4) one-year and six (6) month-to-month extensions, for a maximum term of five (5) years and six (6) months. The Contractor is in compliance with all Board, Chief Administrative Office and County Counsel requirements.

The Contract expressly provides that the County has no obligation to pay for expenditures by Taussig that exceed the maximum annual contract sum.

Further, Taussig will not be asked to perform services that exceed the maximum annual contract sum, scope of work, or contract dates of the Contract. Additionally, the Contract contains performance standards, including liquidated damages for substandard and/or non-performance.

The attached Contract with Taussig has been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

TTC released a Request for Proposals (RFP) on December 20, 2005. Attachment I contains a list of prospective proposers that responded positively to TTC's letter of interest that was sent to over 160 potential proposers. The potential proposer list consisted of TTC's proposers list, vendors from the County's Office of Affirmative Action Compliance Community Business Enterprise Database, and the County's online website of vendors. A notice of the RFP was posted on the County's Bid Website. A Mandatory Proposer's Conference was held on Wednesday, December 28, 2005 at the Kenneth Hahn Hall of Administration, with six (6) firms attending. Two firms responded with proposals by the January 20, 2006 due date: NBS Government Finance Group (NBS) and Taussig. The two proposals were evaluated and rated by a committee according to their responsiveness to criteria included in the RFP.

The proposal submitted by Taussig was the highest ranked, lowest cost and most responsive and responsible of the proposals evaluated. Taussig met all of the minimum RFP requirements and their proposal was complete and detailed. The proposal clearly demonstrated that Taussig has a good understanding of the scope of work to be performed and the complexity of TTC's service requirements. As required by TTC, the proposal submitted by Taussig provided a description of Taussig's qualifications, a detailed approach to provide services, a quality control plan, and cost to provide the services. Taussig has verifiable experience providing special tax consulting services required by the TTC.

Minority, Women, Disadvantaged or Disabled Veteran Business Enterprise statistical information for Taussig and NBS is included in Attachment II. Taussig is not a certified Small Business Enterprise (SBE)/Community Based Enterprise (CBE). The recommendation of Taussig is made without regard to race, creed or color. There are no provisions for Cost of Living Adjustments (COLA) in the attached Contract. The Contract is not subject to Proposition A and therefore is exempt from the Living Wage Program (County Code Chapter 2.201).

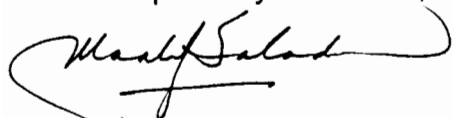
IMPACT ON CURRENT SERVICES

The current Contract for special tax consulting services expires on May 15, 2006. There is no impact to County employees as these services are intermittent in nature and are currently provided under contract. Following your Board's approval, the recommended Contract will become effective on May 16, 2006 and will enable the Contractor to continue to augment TTC's current administrative requirements on behalf of the CFDs and CIs without interruption.

CONCLUSION

Upon approval and execution by the Board, it is requested that the Executive Officer/Clerk of the Board return two (2) signed originals of the Contract and one (1) adopted Board letter to TTC.

Respectfully submitted,



MARK J. SALADINO
Treasurer and Tax Collector

MJS:jab
Board Letter DTA 3-21-06

Attachments (3)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

ATTACHMENT I

SCOTT ASSOCIATES
4105 E. BROADWAY, STE 204
LONG BEACH, CA 90803

ALBERT A. WEBB ASSOC.
3788 MC CRAY STREET
RIVERSIDE, CA 92506

NBS GOVERNMENT FINANCE GROUP
32605 HIGHWAY 79 SOUTH,
SUITE 100
TEMECULA, CA 92592

DAVID TAUSSIG & ASSOC.
1301 DOVE ST., STE. 600
NEWPORT BEACH, CA 92660

SPECIAL DISTRICT FINANCING & ADMIN.
437 W. GRAND AVE.
ESCONDIDO, CA 92025

ADVISEINC
9018 BALBOA BLVD. #612
NORTHRIDGE, CA 91325

AMERICAN MANAGEMENT SYSTEMS
350 S. GRAND AVE., STE. 2350
LOS ANGELES, CA 90071

BENNETT-STREB & ASSOC.
750 E. GREEN ST., STE 314
PASADENA, CA 91101

BURR CONSULTING
612 N. SEPULVEDA BLVD., STE. 8
LOS ANGELES, CA 90049

CBIZ ATA OF ORANGE COUNTY,LLC
2301 DUPONT DR., STE. 200
IRVINE, CA 92612

DIVERSIFIED CAPITAL INC.
99 S. LAKE AVE., STE. 210
PASADENA, CA 91101

ECONOMIC COMPETITIVENESS GROUP,
INC.
2236 6TH ST., STE. B
BERKELEY, CA 94710

EDWARDS, EICHEL & BERANEK
650 SIERRA MARDE VILLA AVE., STE.
202
PASADENA, CA 91107

ENCOMPASS KNOWLEDGE SYSTEMS
100 CORPORATE POINTE, STE. 210
CULVER CITY, CA 90230

CSU FULLERTON - ECON DEPT
800 N. STATE COLLEGE BLVD
FULLERTON, CA 92831

GCAP SERVICES, INC.
18818 TELLER AVE., STE. 275
IRVINE, CA 92612

GROBSTEIN, HORWATH & CO.
15233 VENTURA BLVD., 9TH FLOOR
SHERMAN OAKS, CA 91403

YE CONSULTING
3223 W. 111TH ST.
INGLEWOOD, CA 90303

JACK FAUCETT ASSOCIATES
4550 MONTGOMERY AVE., STE. 300,
NORTH
BETHESDA, MD 20814

KARE MANAGEMENT SERVICES
11024 BALBOA BLVD., #41
GRANADA HILLS, CA 91344

MAXIMUS, INC.
1356 BEVERLY RD
MC LEAN, VA 22101

PUBLIC CONSULTING GROUP, INC.
148 STATE STREET, 10TH FLOOR
BOSTON, MA 2109

S & J BUSINESS CONSULTING
1146 N. CENTRAL AVE., #334
GLENDALE, CA 91202

TECHEXEC PARTNERS, LLC
23679 CALABASAS ROAD, #415
CALABASAS, CA 91302

VCG GROUP LLC
25A CRESCENT DR., STE. 249
PLEASANT HILL, CA 94523

**FIRM/ORGANIZATION INFORMATION AS PROVIDED BY PROPOSERS
SPECIAL TAX CONSULTING SERVICES**

The following information was gathered for statistical purposes only. On final analysis and consideration of award, vendor was selected without regard to gender, race, creed or color.

FIRM INFORMATION	Taussig		NBS	
CULTURAL/ETHNIC COMPOSITION	% of Ownership	No.	% of Ownership	No.
OWNERS/PARTNERS:				
Black/African American	0%	08	0%	
Hispanic/Latin American	0%	5	0%	
Asian American	0%	1	0%	
American Indian/Alaskan	0%	0	0%	0
All others	100%	1	0%	
Women (included above)	50%	1		
MANAGERS:				
Black/African American	0		0	
Hispanic/Latin American	1		1	
Asian American	3		0	
American Indian/Alaskan	0		0	
All others				
Women (included above)	3		0	
STAFF:				
Black/African American	1		0	
Hispanic/Latin American	4		1	
Asian American	16		4	
American Indian/Alaskan	0		0	
All others				
Women (included above)	13		5	
TOTAL NUMBER OF EMPLOYEES	64			
BUSINESS STRUCTURE	Corporation		Corporation	
Certified as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise?	N/A		N/A	



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

DAVID TAUSSIG AND ASSOCIATES, INC.

FOR

SPECIAL TAX CONSULTING SERVICES

**SPECIAL TAX CONSULTING CONTRACT
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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
DAVID TAUSSIG AND ASSOCIATES, INC.,
FOR
SPECIAL TAX CONSULTING SERVICES**

This Contract and Exhibits made and entered into this ____ day of _____, 2006 by and between the County of Los Angeles, hereinafter referred to as "County" and David Taussig and Associates, Inc., hereinafter referred to as "Contractor". Contractor is located at 1301 Dove Street, Ste., 600, Newport Beach, CA 92660.

RECITALS

WHEREAS, the Board of Supervisors of the County of Los Angeles (hereinafter referred to as "Board"), acting as the legislative body of the County, has created a number of Community Facilities Districts (hereinafter referred to as "CFDs") in accordance with the Mello-Roos Community Facilities Act of 1982 (hereinafter referred to as "Mello-Roos") and a number of County Improvement Districts (hereinafter referred to as "CIs") in accordance with the Improvement Bond Act of 1915 within the boundaries of the County, and the County Department of Treasurer and Tax Collector (hereinafter referred to as "TTC") is the authority of the Districts charged with the powers and duties given by Mello-Roos and the 1915 Bond Act; and

WHEREAS, TTC is responsible for CFD and CI administration and desires to engage a Contractor to provide special tax consulting services, and

WHEREAS, Contractor has submitted a proposal to TTC for provision of such Services, and Contractor has been selected for recommendation for award of such Contract; and

WHEREAS, TTC on behalf of the County shall administer said Contract;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Intentionally Omitted
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.4 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, whether singular or plural and with initial letter capitalized or not unless otherwise apparent from the context in which they are used.

2.1 Contract: Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

2.2 Contract Administrator: The County employee with the responsibility to oversee the day-to-day activities of this Contract including but not limited to, responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.

2.3 Contractor: The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

2.4 Day(s): Calendar day(s) unless otherwise specified.

2.5 Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.

2.6 Project Manager: The Contractor's employee designated by the Contractor and approved by the Contract Administrator to administer the Contract operations after the Contract award.

2.7 TTC: The County Department of the Treasurer and Tax Collector.

2.8 Treasurer: The head of the County Department of the Treasurer and Tax Collector.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work, Exhibit A.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be for one (1) year commencing on May 16, 2006, after execution by the Board, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County shall have the sole and absolute option to extend the Contract term for up to four (4) additional one-year periods and six (6) month-to-month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such option and

extension shall be exercised at the sole and absolute discretion of the Treasurer.

- 4.3 Contractor shall notify TTC when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to TTC at the address herein provided in Exhibit E - County's Administration.

5.0 CONTRACT SUM

- 5.1 County and Contractor agree that this is a firm-fixed price Contract. During the term of this Contract, County shall compensate Contractor for the Services set forth in Exhibit A, Statement of Work, and at the rate of compensation set forth in Exhibit B, Pricing Schedule.
- 5.2 Contractor shall be paid in accordance with Exhibit B, Pricing Schedule for all work performed under this Contract. TTC does not guarantee a minimum Contract Sum.
- 5.3 The maximum Contract Sum under the terms of this Contract shall be the total monetary amount payable by County to Contractor for provision of the Services specified herein in accordance with Exhibit B, Pricing Schedule, and shall not exceed \$ 35,000 for the first year of this Contract.
- 5.4 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or

obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.5 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to TTC at the address herein provided in Exhibit E, County's Administration.

5.6 Contractor shall not be paid for expenditures beyond the maximum Contract Sum, and Contractor agrees that County has no obligation, whatsoever, to pay for any expenditures that exceed the maximum Contract Sum.

**5.7 No Payment for Services Provided Following Expiration/
Termination of Contract**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5.8 Invoices and Payments

- 5.8.1 The Contractor shall invoice TTC only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract.. The Contractor's payments shall be as provided in Exhibit B, Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.8.2 The Contractor's invoices shall be priced in accordance with Exhibit B, Pricing Schedule.
- 5.8.3 The Contractor's invoices shall contain the information set forth in Exhibit A, Statement of Work, Section 5.8, Invoices, describing the tasks, deliverables, goods, services, work hours, and other work for which payment is claimed.
- 5.8.3.1 Monthly invoices shall describe in detail the time and charges, and to the extent possible, by CFD area and CI district and shall include supporting documentation for any material item greater than \$200.00. Special Projects and the corresponding charges shall be detailed separately on the invoice.

5.8.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.8.5 In compliance with the Internal Revenue Service requirements, Contractor shall provide Contractor's Tax Identification Number.

5.8.6 Contractor shall submit to TTC all invoices under this Contract for approval. Contractor shall submit a signed original invoice along with supporting documentation to the following address:

County of Los Angeles
Treasurer and Tax Collector
Accounts Payable
500 West Temple Street, Room 464
Los Angeles, CA 90012

5.8.7 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the Contract Administrator prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County. Payment shall be made to Contractor in arrears on a monthly basis for services performed, provided that the Contractor is not in default under any provisions of this Contract. TTC shall attempt to authorize payment within thirty (30) days following receipt of a properly prepared invoice, provided that all work performed during the

preceding month has been reviewed, accepted, signed and dated by the Contract Administrator or designee.

5.8.7.1 Contractor is responsible for the accuracy of invoices submitted to TTC. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify TTC of any overpayments received by Contractor. Any overpayment received by Contractor, as determined by the Contract Administrator, or designee, shall be returned to TTC, or may be set off at TTC's election against future payments due Contractor.

5.8.7.2 Notwithstanding any other provisions of this Contract, Contractor shall return to TTC any and all payments, which exceed the Maximum Contract Sum. Furthermore, Contractor shall return said payments within thirty (30) days of receiving notification of overpayment from TTC or immediately upon discovering such overpayment, whichever is earlier.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Sub-paragraphs are designated in Exhibit E, County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 CONTRACT ADMINISTRATOR

Responsibilities of the Contract Administrator:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.
- meeting with Project Manager as needed basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 PROJECT MANAGER

7.1.1 Project Manager shall be approved by TTC and designated in Exhibit F, Contractor's Administration. The Contractor shall notify the County in writing prior to any change in the name or address of the Project Manager.

7.1.2 Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with Contract Administrator on a regular basis.

7.1.3 Project Manager shall have a minimum of three (3) years experience providing special tax consultant services to the County and/or other public entitles.

7.2 APPROVAL OF CONTRACTOR'S STAFF

7.2.1 County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any

proposed changes in Contractor's staff, including, but not limited to, the Project Manager.

7.2.2 Contractor staff that are assigned to provide Services under this Contract shall be familiar with and have ability and expertise in the Mello-Roos Community Facilities Act of 1982 of the California Government Code, and the Improvement Bond Act of 1915 of the California Streets and Highway Code commencing with Section 8500.

7.3 OFFICE AND STAFF LOCATION

7.3.1 Contractor shall maintain an office in the State of California. A minimum of one office with principle staff that provides the required services shall also be located in or in close proximity to Los Angeles County.

7.3.2 Contractor shall notify the Contract Administrator at least 30 days prior to any change in office location(s) that provide Services under this Contract.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the

Contractor's staff passes or fails the background clearance investigation.

7.4.2 County may request that Contractor's staff be immediately removed from working on this Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.

7.4.3 County may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access, at the sole and absolute discretion of the County.

7.4.4 Disqualification, if any, of Contractor staff, pursuant to this Sub-paragraph 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 CONFIDENTIALITY

7.5.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

7.5.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. The Contractor shall cause each employee performing services

covered by this Contract to sign and adhere to the “Contractor Employee Acknowledgment, and Confidentiality Agreement”, Exhibit G1.

7.5.3 The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the “Contractor Non-Employee Acknowledgment and Confidentiality, Agreement”, Exhibit G2.

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Treasurer. Any unapproved assignment or delegation shall be null and void. Any payments by the TTC to any approved delegate or assignee on any claim under this Contract shall be deductible, at TTC’s sole and absolute discretion, against the claims, which the Contractor may have against the County.

8.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor’s duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without TTC’s express prior written approval, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

8.4 CHANGE NOTICES AND AMENDMENTS

8.4.1 The County reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the Contract Administrator.

8.4.2 For any changes that affect the Contractor's Service requirements, as set forth in Exhibit A, Statement of Work, and any change in Exhibit B, Pricing Schedule that does not increase the Contract Sum set forth in Section 5.0, Contract

Sum, a written Change Notice shall be prepared and signed by Project Manager and Contract Administrator.

- 8.4.3 The Treasurer is expressly authorized to prepare and execute amendments that affect Contractor's Service requirements as set forth in Exhibit A, Statement of Work, provided that a) any increase or decrease in the Contract Sum due to an increase or decrease in the number of CFD's and CIs under administration, shall not exceed the amounts set forth in Exhibit B, Pricing Schedule, specifically for the addition or removal of a CFD or CI, as appropriate; b) any increase in the Contract Sum due to additional required services, specifically, providing support for continuing disclosure reports, additional administrative requirements or other special projects, shall not exceed \$10,000 in any Contract year; c) no amendment, other than an increase or decrease as stated in "a" or "b" above, shall cause the Contract Sum, as defined in Section 5.0, Contract Sum, to exceed the Contract Sum in effect immediately prior to such amendment by more than 15%.
- 8.4.4 For any changes made in Exhibit B, Pricing Schedule, or a negotiated modification to the Contract shall be prepared and signed by Project Manager and the Treasurer.
- 8.4.5 For any change which affects any other term or condition included in this Contract, a negotiated modification shall be prepared and executed by Contractor, and thereafter by the Board.

8.4.6 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Board, except that the Treasurer is expressly authorized to increase the Contract Sum set forth in Section 5.0, Contract Sum, not to exceed a) the amounts set forth in Exhibit B, Pricing Schedule specifically to add an additional CFD or CI under administration in any Contract year; b) fifteen percent (15%) of the total Contract Sum for a particular Contract year based on an increase in work volume; and c) \$10,000 for additional required services, specifically, providing support for continuing disclosure reports, additional administrative requirements or other special projects. The Treasurer is also authorized to decrease the Contract Sum set forth in Section 5.0, Contract Sum not to exceed the amounts set forth in Exhibit B, Pricing Schedule for the removal of each CFD or CI from administration during any Contract year. Any such change shall be in writing and signed by the Contractor and the Treasurer.

8.4.7 The Board or County's Chief Administrative Officer (CAO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the Board or CAO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Treasurer.

8.4.8 The Treasurer, may at his/her sole and absolute discretion,

authorize extensions of time as defined in Paragraph 4.0, Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Treasurer.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within fifteen (15) business days after Contract effective date, the Contractor shall provide the Contract Administrator with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.1 TTC will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.2 If TTC requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

8.5.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the TTC for approval before implementation.

The Contractor shall preliminarily investigate all complaints and notify the Contract Administrator of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the Contract Administrator within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall,

on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D, Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor

deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes

within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole and absolute discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole and absolute discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation,

of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.10 INTENTIONALLY OMITTED

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates.

Contractor shall contact the nearest GAIN/GROW office to obtain referrals. A list of GAIN/GROW offices and contact information may

be obtained via the internet at <http://www.ladpss.org/dpss/gainservices>. The County will refer GAIN/GROW participants by job category to the Contractor.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the COUNTY Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County

or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the TTC will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the TTC shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Debarment Review

If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect of at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, and states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate

request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.6 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position

in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 INTENTIONALLY OMITTED

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

The Contractor shall indemnify, defend, and hold harmless, the

County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 INTENTIONALLY OMITTED

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.21.4 As previously instructed in Sub-paragraph 7.5, Confidentiality, the Contractor shall cause each employee performing services covered by this Contract to sign and

adhere to the "Contractor Employee Acknowledgment, and Confidentiality Agreement," Exhibit G1. The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement," Exhibit G2.

8.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Treasurer and Tax Collector
Contracts Section
500 West Temple Street, Room 464
Los Angeles, CA 90012

prior to commencing services under this Contract. Certificates of Insurance acceptable to the County shall also be delivered to the above address upon any renewal, change in coverage, and/or change in insurance company. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverage required in this Contract;
- Contain the express condition that the County is to be given written notice by mail for all policies evidenced on the certificate of insurance at least thirty (30) days in advance of cancellation unless cancellation is due to non-payment of premium, then the County shall be given written notice at least ten (10) days in advance of cancellation.
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims

administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.23.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County in a timely manner, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole and absolute option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.23.4 Notification of Incidents, Claims or Suits

Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the

Contractor arising from or related to services performed by the Contractor under this Contract.

- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County “Non-employee Injury Report” and provided to the Contract Administrator.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.23.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.23.6 Insurance Coverage Requirements for Subcontractors:

The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.24 INSURANCE COVERAGE REQUIREMENTS

8.24.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.24.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

8.24.3 Workers’ Compensation and Employers’ Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.24.4 Professional Liability

Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its

officers or employees with limits of not less than \$1 million per claim and \$1 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract or Contractor shall maintain insurance for a minimum of two (2) years from the termination or cancellation of this Contract.

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the Treasurer, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Treasurer, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Treasurer, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Treasurer determines that there are deficiencies in the performance of this Contract that the Treasurer deems are correctable by the Contractor over a certain time span, the Treasurer will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Treasurer may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix A, Statement of Work, Technical Exhibit A1, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in Sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.25.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.25.2, and shall not, in any manner,

restrict or limit the County's right to terminate this Contract as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the state at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations.

8.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D, Contractor's EEO Certification.

8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action shall include, but is not limited

to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and state laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the County.

8.27.7 If the County finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While

the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated federal or state anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole and absolute option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict TTC from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the Contract Administrator is not able to resolve the dispute, the Treasurer, or designee shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E, County's Administration and F, Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Treasurer shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.37, Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public

records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.36 PUBLICITY

- 8.36.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- The Contractor shall develop all publicity material in a professional manner; and
 - During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press

releases, feature articles, or other materials using the name of the County without the prior written consent of the Contract Administrator. The County shall not unreasonably withhold written consent.

8.36.2 The Contractor, may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.36 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, financial management review, or audit findings involving the records have been resolved and final action taken. All such material shall be

maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.37.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole and absolute option

of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38 RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.39 SUBCONTRACTING

8.39.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and

- Other pertinent information and/or certifications requested by the County.

8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

8.39.6 The Contract Administrator is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Contract Administrator
Treasurer and Tax Collector
500 W. Temple Street, Room 464
Los Angeles, CA 90012

before any subcontractor employee may perform any work hereunder.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Sub-paragraph 8.42, Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole and absolute discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of

termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 8.37, Record Retention & Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of Contract Administrator:

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress

toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes

beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41, Termination for Convenience.

8.42.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-paragraph 8.42.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole and absolute option and in lieu of the provisions of Sub-paragraph 8.42.2, be entitled to liquidated damages from

the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole and absolute discretion of the Treasurer, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.22, Indemnification.

- 8.42.6 The rights and remedies of the County provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

- 8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any

determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.44 TERMINATION FOR INSOLVENCY

8.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the

Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole and absolute discretion, immediately terminate or suspend this Contract.

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County

shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.48 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 WARRANTY AGAINST CONTINGENT FEES

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole and absolute discretion, deduct from the Contract price or consideration,

or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 DISPUTE RESOLUTION PROCEDURE

Contractor and County agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Section 9.1.

9.1.1 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for a performance which County determines should be delayed as a result of such dispute. County shall continue to pay sums not in dispute, during any such period of continued performance.

9.1.2 In the event of any dispute between the parties with respect to this Contract, Contractor and County shall submit the matter to their respective Project Manager/Contract Administrator for the purpose of endeavoring to resolve such dispute.

9.1.3 In the event that the Project Manager/Contract Administrator are unable to resolve the dispute within a reasonable time not to exceed five (5) working days from the date of submission of the dispute to them, then the matter shall immediately be submitted to the Contractor's Executive Director and to the Treasurer for further consideration and discussion to attempt to resolve the dispute.

9.1.4 All disputes utilizing this dispute resolution procedure shall at each and every level of escalation be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all levels described in this Section 9.1, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally (by face-to-face meeting or by telephone) or in writing (by exchanging of correspondence).

9.1.5 Notwithstanding any other provision of this Contract, County's right to terminate this Contract pursuant to Section 8.42, Termination for Default, Section 8.41, Termination for Convenience, or any other termination provision hereunder, and County's right to seek injunctive relief to enforce the provisions of Section 7.5, Confidentiality, shall not be subject to this Section 9.1, Dispute Resolution Procedure.

9.2 INTENTIONALLY OMITTED

9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.3.1 This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining

or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.3.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.3.4 If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the state and the

County's Office of Affirmative Action Compliance of this information.

9.4 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.4.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all plans, diagrams, facilities, databases, reports, and tools, in each case, irrespective of form (hereafter collectively "materials"), which are originated or created through Contractor's work pursuant to this Contract. All computer software (including without limitation financial models, compilations of formulas and spreadsheet models), inventions, designs, programs, processes, methods and improvements on any of them (collectively, the "proprietary Models") used or developed by Contractor in performing its work under this Contract is proprietary and shall remain property owned solely by, or licensed by a third party to Contractor. County acknowledges and agrees that the consideration paid by County herein only entitles County to ownership of the materials, as well as Contractor's provision of the other tasks, deliverables, goods, services and other work hereunder, and that any Proprietary Model that Contractor uses to generate such materials is owned by, or is duly licensed from a third party to Contractor and is not being transferred to County hereunder. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Contract.

- 9.4.2 During the term of this Contract and for five (5) years thereafter, Contractor shall maintain and provide security for all Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.4.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to Contract Administrator as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.4.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.4.5 Notwithstanding any other provision of this Contract, County will not be obligated to Contractor in any way under Sub-paragraph 9.4.4 for any of Contractor's proprietary and/or confidential items which are not plainly and

prominently marked with restrictive legends as required by Sub-paragraph 9.4.3 or for any disclosure which County is required to make under any state or federal law or order of court.

9.4.6 All the rights and obligations of this Sub-paragraph 9.4 shall survive the expiration or termination of this Contract.

9.4.7 All ownership rights to the electronic parcel data files utilized by the Contractor to calculate the levy the Special Tax and/or assessments, shall be entirely and solely the property of TTC.

9.4.8 At any time during the term of this Contract, the Contractor shall within ten (10) business days after receipt of a written request, provide a copy, in a file format acceptable to TTC, of the entire parcel data files utilized to calculate and levy the Special Tax and/or assessments. In addition, Contractor shall also provide, if requested, copies of all Assessor's parcel maps used in preparation or determination of the data files information. Contractor shall retain all information in accordance with Section 8.37, Record Retention and Inspection Audit Settlement.

9.4.9 Within ten (10) business days following the expiration or termination of this Contract, Contractor shall provide TTC the entire electronic parcel data files utilized to calculate and levy the Special Tax and/or assessments, including all Assessor's parcel maps or other data used in the preparation or determination of the data file information, in

an ASCII file format or other mutually agreed upon file format.

- 9.4.10 Upon the expiration or termination of the Contract, Contractor shall provide all files, data, calculations, maps, working papers or other data used in the preparation or calculations used to provide any services under this Contract. Information shall be provided in a format acceptable to TTC.

9.5 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

- 9.5.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Contract. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.

- 9.5.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing

that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.5.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

9.6 USE OF COUNTY SEAL AND LOGO

9.6.1 Contractor shall not use or display the official seal of County or TTC's logo on any of its letterheads or other communications with any business, or for any other reason.

9.7 FINANCIAL STATEMENTS

Beginning one (1) year after the Effective Date of this Contract and every year thereafter, until the expiration or termination of this Contract, Contractor shall submit to the County a complete set of financial statements for the preceding twelve (12) month period. Such statement shall, at minimum include a Balance Sheet (Statement of Financial Position), and Income Statement (Statement of Operations). If audited statements are available, they shall be submitted to meet this requirement. TTC reserves the

right to request financial statements on a more frequent basis and will so notify Contractor in writing.

9.8 PENDING LITIGATION

On an annual basis from the effective date of this Contract or upon discovery, whichever is sooner, Contractor shall submit a statement regarding any pending litigation since Contractor last reported same to County.

9.9 CAPTIONS AND SUBHEADINGS

Each paragraph and certain subparagraphs of this Contract have been supplied with captions which serve only as guides to the contents. The captions do not control the meaning of any paragraph or subparagraph or in any way determine this Contract's interpretation or meaning.

9.10 TIME IS OF THE ESSENCE

Time is of the essence with respect to all provisions of this Contract that specify a time for performance and/or deliverables.

**COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR**

SPECIAL TAX CONSULTING SERVICES

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Mayor of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By _____
Mayor, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By _____

Contractor: David Taussig and Associates, Inc.

By _____

Name _____

Title _____

33017-1945
Tax identification Number

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Principal Deputy County Counsel

EXHIBIT A

SPECIAL TAX CONSULTING SERVICES

STATEMENT OF WORK

**SPECIAL TAX CONSULTING SERVICES
STATEMENT OF WORK
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TECHNICAL EXHIBITS

TECHNICAL EXHIBIT A1	PERFORMANCE REQUIREMENT SUMMARY
TECHNICAL EXHIBIT A2	CONTRACT DISCREPANCY REPORT
TECHNICAL EXHIBIT A3	LIST OF COMMUNITY FACILITIES DISTRICTS AND IMPROVEMENT AREAS

1.0 OVERVIEW

- 1.1 There are currently ten (10) Improvement Areas in seven (7) Community Facilities Districts (CFDs), and two (2) 1915 Act County Improvement Districts (CIs) in the County that will be initially covered by this Contract.
 - 1.1.1 The CFD Special Taxes are levied according to the rate and method of apportionment contained in the Resolution of Intention approved by the owners of the property within the CFDs. This authorizing document becomes the Resolution of Formation once it is approved by the Board.
 - 1.1.2 The CI assessments are levied in accordance with the Resolution confirming the assessments and authorizing the issuance of the bonds.
- 1.2 The Special Taxes and CI assessments are billed and collected in the same manner, and are apportioned in the same method as ad valorem property taxes collected by the TTC. Bonds are payable from proceeds of the Special Taxes and assessments levied on property located within the districts.
- 1.3 The County Office of the Assessor (Assessor) maintains and updates the property and ownership records of the County, and the County Auditor-Controller (A-C) maintains, calculates, and updates the tax roll for property within the County. TTC staff works closely with these departments in identifying and calculating the appropriate Special Taxes for properties within the various CFDs.
- 1.4 The Special Tax and assessment levies appear on a property tax bill as Direct Assessments; placement on the bill is coordinated through the A-C on an annual basis. Contractor shall perform the Services as identified in this Statement of Work (SOW).

2.0 SCOPE OF SERVICES

Contractor shall have the ability to perform the Services identified in this SOW, and comply with the requirements as specified in the Mello-Roos Community Facilities Act of 1982, the Municipal Improvement Act of 1913, and the Improvement Bond Act of 1915, and any subsequent amendments hereto. Contractor shall comply with all timeframes and deadlines required by the County and shall have the ability to perform the following tasks:

COMMUNITY FACILITIES DISTRICTS:

Contractor shall:

- 2.1 Maintain a database of current Assessor parcel numbers for each taxable and non-taxable property within the CFD based on the legal description of the project area contained in the Resolution of Formation. Copies of the listings shall be available on request.
- 2.2 Obtain and maintain copies of Assessor parcel maps showing all parcels contained

in the listing by March 1 of the then current fiscal year and updated annually by the same due date.

- 2.3 Utilizing Rate and Method of Apportionment formula, which is provided as an appendix with each new bond issue (Resolution of Formation) which will be provided to Contractor by TTC, determine which properties are developed and which are undeveloped as defined in the Rate and Method of Apportionment. Designations shall be assigned no later than June 30 of the then current fiscal year (unless otherwise specified).
- 2.4. Assign a dwelling or lot square foot number as directed by the applicable Rate and Method of Apportionment for each parcel which has been issued a building permit on or before March 1 of the current fiscal year, unless otherwise stated in the Rate and Method of Apportionment. (The dwelling square footage number should come from the building permit.) Appropriate number should be assigned by June 30 of the then current fiscal year (unless otherwise specified).
- 2.5. Assign a category or Land Use Class number corresponding to the applicable group for each parcel within the CFD. Land Use Class information is provided in the Method of Apportionment. Appropriate number should be assigned by June 30 of the then current fiscal year (unless otherwise specified).
- 2.6. Calculate the Special Tax levy for each developed and undeveloped parcel within each district's boundaries using the annual levy as stated in the annual Resolution Fixing Special Tax Rates. This Resolution will be provided by TTC. Calculations shall be completed and reported to the Contract Administrator by July 1 of each year.
- 2.7. Prepare standard disclosure forms (Notice of Special Tax) for distribution to any individual requesting the notice or any owner of property subject to a Special Tax. Such Notice of Special Tax shall be furnished within 5 (five) business days of receiving such request from an individual taxpayer. Such notice shall comply with California Government Code Section 53340.2. Report the monthly and cumulative number of requests received as well as the number of responses issued on the monthly report.

COUNTY IMPROVEMENT DISTRICTS:

- 2.8. Each fiscal year, Contractor shall apportion the CI assessment to each applicable parcel within the district. Calculations shall be completed and reported to the Contract Administrator by July 1.

COMMUNITY FACILITIES DISTRICTS AND COUNTY IMPROVEMENT DISTRICTS:

Contractor shall:

- 2.9. Create, if necessary, or update and maintain a database (DB) containing all current parcel and land use information. The DB should contain legal description, situs and

mailing address, building and lot square footage, date of building permit(s), Special Tax and assessment levy, and tax payment information for all parcels.

The DB information shall be available to TTC on the following schedule (unless otherwise specified):

March 1:	Legal descriptions, and situs and mailing addresses
June 30:	Building permits and square footage
July 1:	Special tax or assessment levy
January 15:	Payment information for 1st installment due December 10
May 15:	Payment information for 2nd installment due April 10

- 2.10. In a format acceptable to the A-C, transmit to A-C the Special Tax and assessment levy computed for each developed and undeveloped parcel. All transmissions and formats shall be in accordance with the A-C's Direct Assessment Submission Procedural Manual (A-C Manual). The Direct Assessment Cycle and Direct Assessment Submission Due Dates are clearly defined in the A-C Manual. At the same time, submit a report to the Contract Administrator in Excel format indicating the number of parcels submitted for each account to the A-C. Coordinate with the Contract Administrator regarding any manual billing requirements.
- 2.11. Research A-C's Direct Assessment Exception Report which lists rejected transactions and submit necessary corrections in the appropriate format in accordance with the deadline(s) listed in the A-C Manual. Any late submission penalties assessed by the A-C shall be the sole responsibility of Contractor.
- 2.12. Monitor transactions for new parcel activity between Assessor and A-C during the months of July, August, and September of each year. Any changes requiring re-apportionment should be transmitted to A-C in accordance with the A-C Manual prior to tax bill printing and mailing. Tax bills are mailed on or about October 1 of each year. The Special Tax or assessment for parcels which undergo changes occurring during the fiscal year which affect the tax bill for the same fiscal year will be dropped automatically from the roll and must be resubmitted to the A-C to be rebilled. A-C will issue reports indicating the old and new parcel numbers, the Special Tax or assessment at the time of parcel change, and the amount dropped from the roll. Contractor should reconcile these reports with Contractor's records. Contractor should resolve any discrepancies and ensure all changes are accounted for.
- 2.13. Review for accuracy, the A-C Tax Agency Lien List, distributed each November, which recaps the direct assessments levied for the current year. Any discrepancies should be resolved and accounted for by Contractor.
- 2.14. Monitor parcel changes on an on-going basis for potential district impact. On a monthly basis, the Special Tax or assessments should be recalculated to all affected parcels in accordance with the Rate and Method of Apportionment or the assessment apportioned and changes should be submitted to the A-C in accordance with the deadlines listed in the A-C Manual.

- 2.15. By the 15th calendar day of each month, prepare and provide a monthly activity report to the Contract Administrator documenting the activity for the previous month. Reports shall include, but are not limited to, original number of parcels submitted to A-C, parcel change information and corrected tax amounts; information shall be in parcel order. Reports may be faxed with a hard copy follow-up within five (5) business days. Reports shall be made available sooner if requested.
- 2.16. Within five (5) business days after tape-to-tape payments have been posted for each apportionment of taxes (based on the first and subsequent reports, respectively) Contractor shall prepare and send to the Contract Administrator a CFD or CI delinquent payment listing for each project, or each improvement area within a project. The listing should be in Assessor Identification Number order and include the year of delinquency, installment (first or second), and name of the Special Tax or assessment which is delinquent. The report should be e-mailed to the Contract Administrator in Excel or other format acceptable to Contract Administrator.
- 2.17. At the direction of the Contract Administrator and in accordance with the A-C Manual using the CFD or CI delinquency listing, prepare and submit to the A-C the documentation necessary to delete the Special Tax and assessment from the delinquent tax roll.
- 2.18. Provide consultation and advice on CFD, CI and other land based financing issues or circumstances as requested from time to time by TTC. Such work may include, but is not limited to, support for continuing disclosure reports, audits, litigation or other administrative requirements that may develop from law or policy.

SPECIAL PROJECTS

- 2.19 During the term of this Contract, TTC reserves the right to require Contractor to perform one or more Special Projects. Special Projects are projects that are not described specifically in this Contract. Contractor's rates for each special project shall be in accordance with Exhibit B, Pricing Schedule to this Contract. Contractor and Contract Administrator will agree on the maximum cost allowable for each Special Project prior to Contractor beginning work on the project. Any work performed by Contractor prior to the Contract Administrator's approval shall be considered gratuitous and Contractor shall have no claim against the County for work performed.

3.0 HISTORICAL WORKLOAD

The figures below indicate the number of parcels affected by CFDs and CIs for the four most recent fiscal years.

FISCAL YEAR	NUMBER OF PARCELS
2002-03	8,826
2003-04	9,276
2004-05	9,279
2005-06	9,249

The data provided is presented solely as historical workload statistics and the actual volume may fluctuate from year to year. The TTC reserves the right to use additional Special Tax Consultants at any time if the workload increases dramatically and/or in the opinion of the TTC, additional consultants are warranted. TTC does **not** guarantee any specific level of work to the Special Tax Consultant.

4.0 PROCEDURES FOR PREPAYMENT OF SPECIAL TAX

The County does not currently accept prepayment of Special Tax levies. Prepayment of CI assessments is handled by TTC. All inquiries regarding prepayment of Special Taxes or assessments shall be forwarded to the Contract Administrator. TTC will notify Contractor of any changes to the assessment roll resulting from prepayments.

5.0 GENERAL REQUIREMENTS

5.1 County Personnel - Contract Administrator

The TTC shall assign a Contract Administrator to provide overall management and coordination of the contract, act as the central liaison for the TTC and the County, and monitor Contractor's compliance with the contract and overall performance with regards to all of the required Services.

5.2 Contractor's – Personnel

5.2.1 Project Manager

5.1.1.1 Contractor shall assign a Project Manager, and a designated alternate, to act as liaison for Contractor and have full authority to act on behalf of Contractor in all matters related to the daily operation of the contract. The Project Manager, and the alternate, shall be full-time employees of the Contractor and be available on a daily basis Monday through Friday during the hours of 8:00 a.m. and 5:00 p.m., Pacific Standard Time, for telephone contact and to meet/speak with County personnel regarding the operation of the Contract.

- 5.1.1.2 Contractor shall inform the Contract Administrator in writing of the names, addresses, and telephone numbers of the individuals designated to act as Project Manager at the time the Contract is implemented and as changes occur during the term of the Contract. Contractor shall make such notification no later than five (5) business days after a change occurs and shall include a current resume for each new person. The TTC shall have the right to approve the assignment and/or replacement of any personnel recommended by Contractor.

5.2.2 Contractor Employees

- 5.2.2.1 Contractor is responsible for providing, training, and supervising the personnel assigned to perform the Services under the contract. All personnel assigned by Contractor to perform these Services shall at all times be employees of Contractor and Contractor shall have the sole right to hire, suspend, discipline, or discharge them. However, any employee of Contractor who, in the opinion of the TTC is unsatisfactory shall be removed from the performance of the Services related to the contract immediately upon the written request of the Contract Administrator.

- 5.2.2.2 All personnel providing Services in conjunction with the contract will be required to sign an Employee Acknowledgement and Confidentiality Agreement as set forth in Exhibit G to this Contract. During the term of the Contract, Contractor shall maintain an updated file of the signed forms and shall forward copies of all signed forms to the Contract Administrator within five (5) business days of assigning a Contractor employee to TTC's contract.

- 5.2.3 Contractor's personnel assigned to provide Services under the contract shall, at a minimum, meet the following requirements:

- 5.2.3.1 Have the ability to communicate effectively in English, both written and oral.

- 5.2.3.2 Have the ability to communicate effectively using sound judgment and discretion.

- 5.2.3.3 Prior training and experience in performing the required Services under this Contract including but not limited to experience submitting direct assessment information to a county A-C and retrieving information from a county Assessor and other departments.

- 5.2.3.4 Comply with the requirements of this Contract.

5.3 Office Location(s)

Contractor shall maintain at minimum one office location either in or in close proximity to Los Angeles County. The office shall be staffed with personnel assigned to provide services under this Contract.

5.4 Telephone Coverage

Contractor shall have a listed business telephone number with staff available to receive telephone calls from taxpayers requesting information concerning the Special Tax. At a minimum, Contractor's personnel shall be available to provide information and assistance to taxpayers during the hours of 8:00 a.m. to 5:00 p.m., Pacific Standard Time, Monday through Friday. A recorded message is acceptable for after-hours. Messages shall be returned within 2 (two) business days.

5.5 Complaints

5.5.1 In the event Contractor receives any verbal or written complaints regarding the contracted Services, Contractor shall immediately notify the Contract Administrator by telephone, and provide written notification within three (3) business days. Contractor shall provide the Contract Administrator with a copy of any written complaint within three (3) business days of receipt of same. The Contract Administrator shall immediately notify Contractor of any verbal or written complaints received about Contractor by telephone and within three (3) business days, follow-up in writing providing Contractor with copies of any written complaints received. .

5.5.2 Contractor shall promptly investigate all complaints received. Contractor shall provide a written report to the Contract Administrator regarding the disposition of each complaint within five (5) business days of receipt of any complaint or upon receipt written notification of a complaint from Contract Administrator, as applicable. At a minimum, the written report shall include a statement of the complaint, identification by name of Contractor employee(s) involved, results of Contractor's investigation of the complaint, and a statement regarding the corrective action taken to avoid a recurrence of such a complaint. Contractor shall maintain a master complaint log of all complaints received.

5.5.3 The County retains the right to terminate the contract in accordance with Sub-paragraph 8.4.2, Termination For Default, of this Contract, if Contractor does not take any action with regards to said complaint(s).

5.6. Government Observations

County personnel and personnel from other governmental jurisdictions, other than the Contract Administrator, may from time to time observe Contractor's operations

related to this Contract. However, these personnel will not unreasonably interfere with Contractor personnel or operations.

5.7. Compliance and Performance Monitoring

The TTC shall, on a regular basis, monitor Contractor's performance based on, but not limited to, the following:

5.7.1 Compliance with contract terms.

5.7.2 Ability to provide Services without generating complaints.

5.7.3 Accuracy in providing the Services.

5.7.4 Adherence to required schedules and formats.

5.7.5 Compliance with the Performance Requirements Summary discussed in Section 6.0 of this SOW.

5.7.6 Compliance with the requirements specified in the A-C Manual.

5.8 Invoices

Contractor shall prepare and submit an invoice in accordance with Exhibit B, Pricing Schedule, for each calendar month that services were performed during the term of this Contract. In accordance to Contract Section 5.8, Invoices and Payments to this Contract, invoices shall be submitted in arrears for services rendered in the previous month. All invoices should be received by TTC by the 15th calendar day of the month.

5.8.1 Invoices at minimum shall contain the following:

5.8.1.1 Contractor Name;

5.8.1.2 Contractor Address;

5.8.1.3 Contractor Remittance Address, if different;

5.8.1.4 TTC's Name;

5.8.1.5 TTC's Address;

5.8.1.6 This Contract Number

5.8.1.7 Contractor's Customer Number

5.8.1.8 Contractor's Tax Identification Number;

5.8.1.9 Date of Invoice;

5.8.1.10 Invoice Number;

5.8.1.11 Detail the time and charges by each CFD or CI, to the extent possible, or by the Special Project;

5.8.1.12 Date of Job/Task completed;

5.8.1.13 Description of Staff Performing Job/Task;

5.8.1.14 Itemized Description (Task performed);

5.8.1.15 Quantity of Work Completed;

5.8.1.16 Unit Rate per Task;

- 5.8.1.17 Total Dollar Amount for Task Completed;
- 5.8.1.18 Detailed charges for materials;
- 5.8.1.19 Total Billed Amount; and
- 5.8.1.20 Supporting documentation for any material item exceeding \$ 200.00.

Contractor shall be responsible for submission of supporting documentation as required by the Contract Administrator to approve any invoice.

6.0 PERFORMANCE REQUIREMENTS SUMMARY

6.1 Introduction

- 6.1.1 The Performance Requirements Summary (PRS) Chart, Technical Exhibit A1, displays major components of the required Services which will be monitored by the TTC during the term of this Contract. It indicates the required Services and Contract or SOW reference, the standard of performance, the maximum deviation from the standard before service will be determined unsatisfactory, and the unsatisfactory performance assessment fee which may be assessed if the service is not satisfactorily provided.
- 6.1.2 TTC expects a high standard of performance for the required Services. TTC will work with Contractor to resolve any areas of difficulty brought to the attention of TTC by Contractor before the allowable deviation from the acceptable standard occurs. However, Contractor is expected to comply with all terms of this Contract, not just the specific service requirements set forth in the PRS Chart

6.2 Performance Requirements Summary Chart

The Performance Requirements Summary Chart is detailed as follows:

- 6.2.1 **Column 1** lists the Contract or SOW reference for the required Services considered most critical to acceptable Contract performance.
- 6.2.2 **Column 2** defines the standard of performance for each required service.
- 6.2.3 **Column 3** shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service before County may assess unsatisfactory performance assessment fees.
- 6.2.4 **Column 4** shows monitoring methods TTC will typically use to evaluate Contractor's performance in meeting the Contract requirements.
- 6.2.5 **Column 5** shows the Unsatisfactory Performance Assessment Fee for exceeding the AQL that each deviation may cause to occur. These

assessments serve as a baseline for liquidated damages pursuant to Sub-paragraph 8.25, Liquidated Damages, of this Contract.

6.3. Quality Assurance

On an ongoing basis, Contractor's performance will be evaluated based on the Contract standards and AQLs. TTC may use a variety of inspection methods to evaluate Contractor's performance, including but not limited to: review of reports and documents, complaints from TTC or A-C staff, site visits, and/or taxpayer complaints.

6.4. Contract Discrepancy Reports (CDRs)

Contractor's performance of a required service is considered acceptable when the number of performance deviations found during the quality assurance process does not exceed the number of deviations allowed by the AQL. When the performance is unacceptable, Contractor shall be required to respond to a Contract Discrepancy Report (CDR). The TTC will evaluate Contractor's explanation on the CDR and, if TTC determines that the unsatisfactory performance was caused by circumstances beyond Contractor's control and without fault or negligence by Contractor the TTC may decline to count such point(s) as unsatisfactory performance.

6.5. Remedy of Defects

Notwithstanding a finding of unsatisfactory performance and assessment of Unsatisfactory Performance fees, Contractor must, within the time period specified by TTC, remedy any and all defects in the provision of Contractor's Services, and as deemed necessary by the TTC, perform such Services again at an acceptable level.

6.6. Unsatisfactory Performance Remedies

When the Contractor's performance is unsatisfactory and/or Contractor does not meet any requirement of this Contract (which by reference incorporates the terms of this SOW), TTC shall have the right to apply the following nonperformance remedies:

- 6.6.1 Require Contractor to implement a formal corrective action plan, subject to the approval of TTC. The corrective action plan must be in writing and the Contractor must include reasons for the unacceptable performance, specific steps to return the performance to an acceptable level, and monitoring methods to prevent recurrence.
- 6.6.2 Assess an unsatisfactory performance assessment fee as indicated on the PRS. Such assessment shall be made in accordance with Sub-paragraph Section 8.25, Liquidated Damages, of this Contract.

- 6.6.3 Notify the Board of Contractor's unsatisfactory performance in accordance with Contract Section 8.15, County's Quality Assurance Plan.
- 6.6.4 Terminate the Contract for default pursuant to the provisions of Section 28, Termination for Default, and Section 29, Termination For Improper Consideration, of this Contract.

**SPECIAL TAX CONSULTANT
PERFORMANCE REQUIREMENTS SUMMARY**

REQUIRED SERVICE/ REFERENCE	STANDARD OF PERFORMANCE	MAXIMUM ALLOWABLE DEVIATION (AQL)	TYPICAL MONITORING METHOD	UNSATISFACTORY PERFORMANCE ASSESSMENT FEE FOR EXCEEDING AQL
SOW, 2.1	Create or update, and maintain a database with required information and submit to a report upon request.	None	Receipt of reports	\$50 per each incident of failure to report timely.
SOW, 2.6	Complete and report tax levy by parcel to Contract Administrator by July 1 of current calendar year.	None	Receipt of report	\$100 per each day late. Report will be considered late if information is inaccurate.
SOW, 2.7	Report the monthly and cumulative number of requests for Notice of Special Tax information and the number of responses issued on monthly basis.	None	Review of reports	\$50 for each incident of failure to report timely.
SOW, 2.9	Create or update, and maintain database with required information by scheduled date(s).	None	Review of reports	\$50 per each day late. Report will be considered late if information is inaccurate.
SOW, 2.10	Transmit special tax and assessment levy computations to Auditor Controller (A-C) in accordance with A-C Manual and submit a report in Excel to Contract Administrator.	None	A-C; review of reports	\$1000 for late submissions plus any A-C imposed penalties for late submissions and full reimbursement for correction of errors.
SOW, 2.11	Research and submit corrections for rejected transactions in accordance with A-C Manual.	None	A-C; review of reports	\$750 plus any A-C imposed penalties for late submissions.

REQUIRED SERVICE/ REFERENCE	STANDARD OF PERFORMANCE	MAXIMUM ALLOWABLE DEVIATION (AQL)	TYPICAL MONITORING METHOD	UNSATISFACTORY PERFORMANCE ASSESSMENT FEE FOR EXCEEDING AQL
SOW, 2.14	On a monthly basis, recalculate special tax levy or assessments to all parcels affected by any parcel changes and submit to A-C in accordance with A-C Manual.	None	A-C; review of reports	\$1000 for late submissions each month changes are not submitted timely, plus full reimbursement for corrections of errors or omissions.
SOW, 2.15	Provide monthly activity reports to Contract Administrator by the 15 th calendar day of each month, unless requested sooner.	None	Review of reports	\$100 per each day late.
SOW, 2.16	For each apportionment of taxes, prepare and provide an individual delinquent payment listing for each project, or each improvement area within a project, five business days after tape-to-tape tax payment posting.	None	Review of reports.	\$50 per each day late.
SOW, 2.17	Submit necessary documentation to A-C to delete special tax or assessment from delinquent tax roll in accordance with A-C Manual.	None	Review of reports	\$150 per each day for late submissions in accordance with A-C due dates.
SOW, 5.2.2.2	Submit to Contract Administrator an Employee Acknowledgement and Confidentiality Agreement for each employee providing service to this Contract within five working days of assigning employee to this Contract.	None	Review of files	\$100 per day per employee for each day late.
SOW, 5.5	Report all complaints to TTC immediately by telephone, followed with written notification and copy of any written complaint within three business days. Investigate and report disposition of each complaint to TTC within five business days of written notification of complaint.	None	Complaints	\$50 per each day complaint is not properly reported.

REQUIRED SERVICE/ REFERENCE	STANDARD OF PERFORMANCE	MAXIMUM ALLOWABLE DEVIATION (AQL)	TYPICAL MONITORING METHOD	UNSATISFACTORY PERFORMANCE ASSESSMENT FEE FOR EXCEEDING AQL
Contract: Paragraph 7.0 - Administration of Contract- Contractor	Contractor shall notify the County in writing prior to any change in name or address of the Project Manager	None	Inspection & Observation	\$50 Per Occurrence
Contract: Sub- paragraph 8.37 - Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.37	None	Inspection of Files	\$50 Per Occurrence
Contract: Sub- paragraph 8.39 - Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	None	Inspection & Observation	Minimum \$100 per occurrence up to possible termination of Contract for material default.
Contract Sub- Paragraphs 8.22 through 8.24	Contractor shall maintain and provide proof of insurance acceptable to the County in accordance with Contract Sub-paragraphs 8.23 through 8.24	None	Inspection of Files	Contract Termination

cfd:Exhibit A

**CONTRACT DISCREPANCY REPORT
FOR SPECIAL TAX CONSULTING SERVICES**

TO:

FROM:

DATES: **Prepared:** _____
 Returned by Contractor: _____
 Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative_____
Date**CONTRACTOR RESPONSE (Cause and Corrective Action):** _____

Signature of Contractor Representative_____
Date**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** _____

Signature of County Representative_____
Date**COUNTY ACTIONS:** _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

LIST OF COMMUNITY FACILITIES DISTRICTS, IMPROVEMENT AREAS AND COUNTY IMPROVEMENTS	
CFD 1	
CFD 2	
CFD 3	IMPROVEMENT AREA A
CFD 3	IMPROVEMENT AREA B
CFD 3	IMPROVEMENT AREA C
CFD 4	IMPROVEMENT AREA C
CFD 5	
CFD 6	IMPROVEMENT AREA A
CFD 7	
CI 2656-M	
CI 2656 – ADMINISTRATIVE	
CI 2658-M	
CI 2658 - ADMINISTRATIVE	

PRICING SCHEDULE
DAVID TAUSSIG AND ASSOCIATES, INC.
SPECIAL TAX CONSULTING SERVICES

A. TIME

⁽¹⁾ STAFF RATES	
POSITION/ CLASSIFICATION	HOURLY RATE
President	\$200.00
Senior Vice President	\$195.00
Vice President	\$190.00
Senior Manager	\$180.00
Manager	\$170.00
Senior Associate	\$145.00
Associate	\$135.00
Senior Analyst	\$125.00
Analyst	\$115.00
Research Analyst	\$90.00

B. MATERIALS

⁽²⁾ MATERIAL	UNIT COST/MEASURE
Reproduction	
8.5" x 11"	\$ Actual Cost/Pages
8.5" x 14"	\$ Actual Cost/Pages
11" x 17"	\$ Actual Cost/Pages
Larger than 11" x 17"	\$ Actual Cost/Pages
Maps	
Assessor Parcel Maps	\$ Actual Cost/Pages
Tract Maps	\$ Actual Cost/Pages
Boundary Maps	\$ Actual Cost/Pages
Zoning Pages	\$ Actual Cost/Pages
Specific Plans	\$ Actual Cost/Pages
Travel	
Mileage	\$0.405 / Mile
Telephone and Facsimile	Actual Cost
Postage	Actual Cost
Overnight Delivery	Actual Cost
Messenger Services	Actual Cost
Magnetic Tape/Cartridge Conversion	Actual Cost/Tapes
Purchase of Data	
Secured Tax Roll	Actual Cost/Tapes
Paid/Unpaid Data	Actual Cost/Tapes

C. MAXIMUM ANNUAL CONTRACT SUM*

MAXIMUM ANNUAL CONTRACT SUM = Annual Staff Costs + Annual Material Costs	\$ 35,000.00
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D.

CFD ADJUSTMENT TO ANNUAL CONTRACT SUM	
ADD CFD	\$5,000.00
REMOVE CFD	\$2,500.00.

PRICING SCHEDULE
DAVID TAUSSIG AND ASSOCIATES, INC.
SPECIAL TAX CONSULTING SERVICES

E.

CI ADJUSTMENT TO ANNUAL CONTRACT SUM	
ADD CI	\$2,500.00
REMOVE CI	\$1,250.00

* This is the total annual sum to perform all of the services described in the Contract and Statement of Work.

⁽¹⁾ Staff Rates are hourly rates including wages, overhead, general and administrative expenses, and profit.

⁽²⁾ Materials shall be billed at cost of the material and shall not include any handling costs or indirect costs.

EXHIBIT C

INTENTIONALLY OMITTED

PROPOSER'S EEO CERTIFICATION

DAVID TAUSSIG AND ASSOCIATES, INC.

Proposer Name

1301 Dove Street, Suite 600, Newport Beach, CA 92660

Address

33017-1945

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Section 4.32.010, County Code, of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
Proposer has written policy statement prohibiting discrimination in all phases of employment.	(x)	()
Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(x)	()
Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(x)	()
When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(x)	()

Name and Title of Signer

Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

CONTRACT ADMINISTRATOR:

Name: Glenn Byers_____

Title: Assistant TTC_____

Address: 500 W. Temple St., Room 434_____

Los Angeles, CA 90012_____

Telephone: (213) 974-7175_____

Facsimile: (213) 625-2249_____

CONTRACTOR'S ADMINISTRATION

DAVID TAUSSIG AND ASSOCIATES, INC.
CONTRACTOR'S NAME

CONTRACT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: Mitch Mosesman
Title: Senior Vice President
Address: 1301 Dove Street, Suite 600
Newport Beach, CA 92660
Telephone: (949) 955-1500
Facsimile: (949) 955-1590
E-Mail Address: Mitch@taussig.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: David Taussig

Name: Mitch Mosesman

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- G1 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT

- G2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT

**CONTRACT FOR
SPECIAL TAX CONSULTING SERVICES**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, AND CONFIDENTIALITY,
AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

DAVID TAUSSIG AND ASSOCIATES, INC.
CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name DAVID TAUSSIG AND ASSOCIATES, INC. Contract No. _____

Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACT FOR
SPECIAL TAX CONSULTING SERVICES**

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,
AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

DAVID TAUSSIG AND ASSOCIATES, INC.
CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name DAVID TAUSSIG AND ASSOCIATES, INC. Contract No. _____

Non-Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SAFELY SURRENDERED BABY LAW

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.